

## **REMARKS**

### **Status of Claims**

The Office Action mailed September 21, 2007 has been reviewed and the comments therein were carefully considered. Claims 1, 3 – 14 and 16 are currently pending. Claims 1, 3 – 14 and 16 stand rejected.

### **Supplemental IDS**

Applicant notes that a Supplemental IDS was filed on December 7, 2007, based on a search report from a related foreign application.

### **Claim Rejections Under 35 U.S.C. 103**

Claims 1, 3 – 14 and 16 are rejected under 35 U.S.C. 103(a) as being anticipated by Reynolds et al. (U.S. Patent No. 6,934,963 B1) in view of Smith (US Patent No. 2003/0117527 A1) This rejection is respectfully traversed.

The MPEP §2131 states:

TO ANTICIPATE A CLAIM, THE REFERENCE MUST TEACH EVERY ELEMENT OF THE CLAIM

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). ...

The identical invention must be shown in as complete detail as is contained in the ... claim." Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim, but this is not an ipsissimis verbis test, i.e., identity of terminology is not required. In re Bond, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990).

Applicant respectfully asserts that the Office Action fails to show how the two references disclose each and every feature of the claims.

On page 2, with respect to Claim 1, the Office Action states “while viewing a current video for a current channel, a user can select a second window screen with a second television program segment for displaying to the user, and as soon as the user selects the second television program segment, modify or change the displaying of the window region of the first program to the second program accordingly”. Applicant has amended Claim 1 to clarify that the video screen displays the window region and second television program segment after the user selection. This helps clarify over Reynolds, which in Fig. 15 shows a standard program guide. In the screen shown in Fig. 15 of Reynolds, the display assists the user in selecting other channels to switch to (“press OK to watch”). This is different from what is claimed in Claim 1, wherein the changed display is provided after the user has selected a second television segment.

Continuing on page 3, the Office Action states that Smith discloses “modifying what is displayed to the user in the window region when the first television is complete”, with the explanation that “the user can modify by adding or deleting the displaying channel list for the first television program”. Applicant asserts that this is not what is recited by Claim 1. Claim 1 recites “modifying what is displayed to the user in the window region **when the first television program segment is complete**”. Having a user be able to modify a channel list does not disclose or suggest this feature.

Accordingly, Applicant asserts that neither Reynolds nor Smith, either alone or combined, disclose all the features as recited by Claim 1, and that Claim 1 and all claims that depend upon it are allowable.

Regarding Claim 3, the Office Action states that “Reynolds teaches the window region is a banner advertising products and/or services (Fig. 15 and/or Figs. 9a-9b with banner 910 for a video per-pay-view promotion)”. Applicant asserts that Claim 3 inherits all the claim limitations from Claim 1, and that Claim 1 recites that the window region continues to display an indication of the first television segment. Therefore the window region that displays the banner advertisement is related to the indication of the first television segment. Applicant therefore asserts that a random pay-per-view promotion as described by Reynolds does not disclose or suggest this feature. Therefore, Claim 3 is allowable separate from its dependence upon an allowable claim. Applicant asserts that this same argument also applies to Claims 4, 5 and 6.

The Office Action on page 4 states:

As for claims 7, 9-10 and 16, Reynolds further teaches the availability and accessing to the Internet from the video screen as well as the link and link to a web page (refer to Figs. 2c, 2d, 8b, and col. 10/line 46 to col. 11/line 20; and col. 16/lines 23-46).

Applicant disagrees. Reynolds provides no disclosure of access to the internet from a video screen, or any link to a web page. Reynolds at Col. 10 and 11 discloses delivering content using internet protocols, including HTTP, FTP etc, but there is no disclosure of providing **access to the internet**, or of link information. Further, Figs. 2 and 8, and Col. 16 of Reynolds do not disclose this feature either. Applicant asserts that these claims are allowable separate from their dependence on allowable parent claims.

Regarding Claim 11, the Office Action states on page 4 that

Reynolds does not show "a window region continuing to display an indication of the first television program segment simultaneously in a main program screen with the second television program segment" and modifying what is displayed to the user in the window region when the first television program is complete; however, this technique is taught by Smith ...

Applicant respectfully notes that this language is not what is recited by Claim 11. Claim 11 recites "providing additional signal information representative of the first video program signal to be displayed in a window on a video screen while simultaneously displaying information other than said second video program signal in response to the input". The Office Action provides no explanation of how Reynolds or Smith discloses or suggests this feature.

Further, the Office Action provides no explanation of how Reynolds teaches "broadcasting information corresponding to a link, said link being associated with a banner so that a viewer can click on said banner" other than a mention that Reynolds allegedly shows a "selectable banner" in Figs. 9, 10 and 15.

Accordingly, Applicant requests that a full explanation of how the cited prior art references describe **each and every** feature recited by Claim 11 be provided, or that this rejection be withdrawn.

Regarding Claim 12, the Office Action on page 5 states:

Reynolds further teaches the additional signal information to be displayed is included in a portion of a video signal that does not normally contain visual information (Fig. 15, the selectable banner 972 -for 15 GDE and 101 CNN- does not contain visual information but text information).

Applicant notes that Claim 12 recites "said additional signal information to be displayed is included in a portion of a **video signal**". Claim 12 is referring to a video signal, not a portion of a display. Applicant asserts that the cited language of Reynolds does not disclose this feature, and that Claim 12 is allowable separate from its dependence on an allowable parent claim.

Accordingly Applicant asserts that Claims 1 and 11, and all claims that depend upon them, are allowable.

### Conclusion

All rejections having been addressed, Applicant respectfully submits that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. Should the Examiner have any questions, the Examiner is invited to contact the undersigned at the number set forth below.

Respectfully submitted,

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